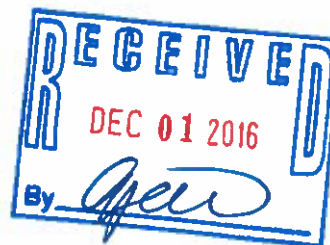


NORTH CAROLINA INDUSTRIAL COMMISSION  
I.C. FILE NO. 16-011780  
A.G. FILE NO. 16-00375



VANESSA THOMAS,  
Plaintiff/Employee

v.

NORTH CAROLINA DEPARTMENT  
OF THE SECRETARY OF STATE,  
Defendant/Employer

COMPROMISE SETTLEMENT  
AGREEMENT AND RELEASE

WITNESSETH:

THIS AGREEMENT OF COMPROMISE SETTLEMENT AND RELEASE is made and entered into by and between Vanessa Thomas, Plaintiff-Employee (hereinafter "Employee"), and the North Carolina Department of the Secretary of State, Defendant-Employer (hereinafter "Employer").

THAT WHEREAS, all parties hereto are subject to and bound by the provisions of the North Carolina Workers' Compensation Act, and the Employer is a duly qualified self-insurer for purposes of said Act.

WHEREAS, Employee was employed by Employer as an Processing Assistant on July 1, 2015, when she alleges she suffered an injury by accident or occupational disease. Employee alleges she sustained an occupational disease through the repetitive pulling and position motion of moving file folders. At the time of the July 1, 2015, alleged accident, Employee's average weekly wage was \$652.23, yielding a compensation rate of \$434.84.

WHEREAS, Employer denied compensability for this claim on the basis that Employee did not suffer an injury by accident or occupational disease while in the course and scope of employment, pursuant to the provisions of the North Carolina Workers' Compensation Act.

WHEREAS, [REDACTED]

[REDACTED]

[REDACTED]

WHEREAS, Employee and Employer agree that pursuant to 04 NCAC 10A .0502(b)(8), the position of the parties to this agreement are reasonable as to the payment of medical expenses and that the interests of any person or entity, including any health benefit plans, which have paid any of the medical expenses of Employee as a result of the aforementioned injuries, have been considered. It is mutually agreed:

1. Employer will not pay any medicals outstanding on this claim.
2. Employer has paid medical expenses totaling \$0 to date associated with this denied and disputed claim.
3. All bills were submitted to and paid by Employee's health insurance carrier, the North Carolina State Health Plan for Teachers and State Employees. Pursuant to N.C.G.S. §§97-17 and 97-90.1, and the Industrial Commission Rules, prior payments made by Employee's health insurer were disputed and denied by Employer under Workers' Compensation, and will not be reimbursed to the Health Plan by either Employee or Employer.
4. Employer disputes that medical expenses paid or incurred to date were the result of a compensable workers' compensation injury.
5. A list represented by Employee as all of Employee's known medical expenses related to the denied claim up to the date of settlement, October 21, 2016, has been attached hereto as Exhibit B. Employee will be solely responsible for payment of the outstanding medical expenses. Pursuant to 04 NCAC 10A.0502, Employee has an outstanding disputed medical expense of \$1,822.89 incurred from treatment by unauthorized medical providers related to the alleged accident giving rise to the denied claim.

WHEREAS, the parties expressly understand and agree that the foregoing paragraphs concerning the course of Employee's medical treatment are only intended as a summary of the course of said treatment. The examinations, evaluations, and treatment received by Employee are more fully set forth in the medical, vocational and/or rehabilitation reports to be submitted to the Industrial Commission along with this agreement pursuant to N.C.G.S. § 97-82(a) and 04 NCAC 10A .0502. The contents of said medical, vocational and/or rehabilitation reports are hereby incorporated by reference as if fully set forth herein. The parties affirmatively represent to the Commission that they have each had the opportunity and ability to obtain the medical and other records necessary to appropriately evaluate this claim and make this settlement.

WHEREAS, the parties to this agreement hereby waive further hearings before the North Carolina Industrial Commission and, in presenting this agreement for approval, represent that

they have made available to the Commission with said agreement all medical, vocational and rehabilitation reports known to exist. In this connection, the parties hereby stipulate and agree to waive any rights they may have to contest the approval of this agreement based upon any failure to provide copies of medical, vocational or rehabilitation records to the Industrial Commission with this agreement.

WHEREAS, Employee returned to work for Employer at the same or average weekly wage as was being made at the time of injury. Employee resigned her position with Employer on October 7, 2016. On October 8, 2016, Employee took a similar position with the North Carolina Department of Transportation.

WHEREAS, notwithstanding any controversy, and notwithstanding the legal liabilities of the respective parties, for the purpose of fully and finally concluding and disposing of this claim, the parties to this agreement desire to compromise and forever settle all workers' compensation matters in dispute between them, including any and all claims past, present and future, and have agreed upon the provisions of this instrument. Pursuant to N.C.G.S. § 97-17(c)(3), the parties agree that they have a need for the finality of the litigation of this workers' compensation claim.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED:

1. Employer will pay or cause to be paid to the Employee, the sum of SIX THOUSAND DOLLARS (\$6,000.00) in full and complete compromise settlement of any and all claims Employee may have against Employer and the State of North Carolina, for medical bills, compensation, disability under the Workers' Compensation Act, all matters pertaining to Employee's rights under the Workers' Compensation laws of North Carolina, ratings, penalties, interest, fees or otherwise, including any change of condition, arising out of or in any way causally related to the alleged injury by accident or occupational disease of July 1, 2015. It is understood by the Employee that future health care may be needed by the Employee, and that the acceptance of this settlement will release the Employer from any liability to pay for the same or provide compensation during the time of treatment.

2. Employee, for and in consideration of said payment and agreements set forth above, and upon the consent and approval of the Industrial Commission, hereby releases, acquits, and forever discharges Employer and the State of North Carolina from any and all claims and demands for compensation, medical, and hospital expenses previously paid or required to be paid, and all other claims and demands for benefits or payment of any kind under the North Carolina Workers' Compensation Act and growing out of any and all injuries, disease, scarring and pain from the same, known or unknown, relating to the alleged injury by accident or occupational disease of July 1, 2015.

3. Employer agrees to pay or cause to be paid to Employee, one lump sum of

\$6,000.00, with said sum to include an attorney fee for Employee's counsel, William L. Senter, in full and final settlement of all compensation due or to become due under and by virtue of the N.C. Workers' Compensation Act.

**WHEREAS**, Employee certifies that due to this settlement, Employee has no further claim for partial or total wage loss from Employer, under the terms of the North Carolina Workers' Compensation Act, in connection with Employee's workers' compensation claim which is the subject of this settlement agreement. Employee hereby knowingly and intentionally waives her right to further benefits and accepts the sum of six thousand dollars (\$6,000.00) in full and complete compromise settlement of any and all claims Employee may have against Employer and the State of North Carolina, arising out of or in any way causally related to the injuries arising from the alleged injury by accident or occupational disease of July 1, 2015.

**WHEREAS**, in arriving at this settlement, the parties considered, among other things, that Employee's date of birth is [REDACTED], that her reasonable life expectancy in accordance with N.C.G.S. §8-46 is 24.3 years or 1263.6 weeks. Considering Employee's reasonable life expectancy, the parties agree that the settlement, after deduction of a reasonable attorney's fee in the amount of \$1,500.00 if so approved by the North Carolina Industrial Commission, represents an effective weekly compensation rate of \$3.56 payable in one lump sum of \$6,000.00 beginning as of the date the agreement is approved by the North Carolina Industrial Commission. The payments under this agreement are intended as compensation for injuries or sickness within the meaning of Section 104(a)(1) of the Internal Revenue Code. In this regard, no Form 1099 will be issued for any sums paid hereunder.

**WHEREAS**, Employee certifies that Employee has received neither Medicare nor Medicaid benefits in relation to the injury that is the subject of this workers' compensation claim, and Employee further certifies that Employee is not currently eligible for Medicare benefits.

**IT IS UNDERSTOOD** by and between the respective parties hereto that Employee's condition as a result of this incident may be permanent, recurrent, and progressive, and in making this release and agreement it is understood that the sum of money herein paid and other agreements recited above are in full and final settlement of all claims of Employee against Employer as to claims under the North Carolina Workers' Compensation Act (including future medical expenses and changes in condition).

**IT IS FURTHER AGREED** by Employee that in making this release Employee was not influenced by any representations or statements regarding Employee's condition or regarding any other matters, made by any person, firm or corporation, or by any physician or surgeon acting for or on behalf of Employer, and that the facts in connection with the employment and with Employee's resulting injury are fully known, understood and comprehended by Employee, and explained by retained counsel.

**IT IS FURTHER UNDERSTOOD AND AGREED** that the amount of the

consideration recited in this agreement is subject to the approval of the North Carolina Industrial Commission and will be paid at such time and in such amounts as said Commission shall order and direct. The approved order shall be binding upon the parties. It is understood by the Employee that the Industrial Commission may award an attorney fee in this matter to Employee's counsel, and that the sum may be deducted from the settlement proceeds and paid directly to Employee's counsel.

**BY SETTLEMENT** of this claim Employer is not admitting compensability or any legal liability for the claim, and is settling this claim so as to avoid the time and expense of additional litigation. The parties wish to resolve their differences and reach an end, compromise, and settlement for all disputes existing and potentially existing between them under the Workers' Compensation Act, arising out of the accident which is the subject of this claim.


**IT IS FURTHER UNDERSTOOD AND AGREED** that the parties have read and reviewed this instrument and that this instrument contains the entire agreement between the parties hereto, that the terms of this release and agreement are contractual and not mere recitals, and that the sum paid under this agreement upon the order of the North Carolina Industrial Commission, and other consideration recited in this agreement, is all that Employer, its present and former officers, agents, employees, servants and staff will ever be required to pay and all Employee will ever receive from Employer as to any current claim, change of condition, or future claims as to any injury/condition as set out above.

**IT IS FURTHER UNDERSTOOD AND AGREED** by the parties that no rights, other than those arising under the provisions of the Workers' Compensation Act, are compromised or released by the execution of this agreement.

**IT IS FURTHER AGREED** that the self-insured Employer agrees to pay all costs as taxed by the North Carolina Industrial Commission.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals,  
this the 16<sup>th</sup> day of November, 2016.


**NORTH CAROLINA DEPARTMENT  
OF THE SECRETARY OF STATE**

BY:   
**HALEY HAYNES**  
Deputy Secretary of State  
P.O. Box 29622  
Raleigh, North Carolina 27626-0622

  
**VANESSA THOMAS**  
Plaintiff-Employee  


**ROY A. COOPER  
ATTORNEY GENERAL**

BY:   
**WILLIAM WALTON**  
Associate Attorney  
North Carolina Department of Justice  
Post Office Box 629  
Raleigh, North Carolina 27602  
Tel. (919) 716-6654  
N.C. Bar# 46484

  
**WILLIAM L. SENTER**  
Attorney for Plaintiff  
Hutchens Law Firm  
Post Office Box 2505  
Fayetteville, NC 28302  
Tel. (910) 864-6888  
N.C. Bar# 6840

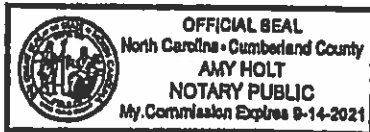
STATE OF NORTH CAROLINA

I.C. FILE NO. 16-011780

COUNTY OF Cumberland

VERIFICATION

Vanessa Thomas, first being duly sworn, deposes and says that she is the Plaintiff-  
Employee in the foregoing agreement, that she has read the foregoing agreement and has received  
a copy thereof; that the same is true of her own knowledge except as to those matters and things,  
if any, therein stated upon information and belief, and as to such matters and things, she believes  
them to be true; that she has executed the forgoing instrument for the purposes therein expressed  
and that she knowingly and willingly executed the said agreement for the purpose of  
relinquishing any and all further claims, of all kinds, both known and unknown, she may have  
under Workers' Compensation Law for the considerations set forth in the said release and  
agreement.



Vanessa Thomas  
Vanessa Thomas

Sworn to and subscribed before me

This the 10<sup>th</sup> day of November 2016.

Amy Holt  
NOTARY PUBLIC

My Commission Expires: 9-14-2021